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 District of Nevada  
 Nevada Bar Number 13644  
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 Attorneys for the United States

**UNITED STATES DISTRICT COURT  
 DISTRICT OF NEVADA**

FIVE AIRCORP. INC., a Delaware  
 Corporation, and FRANCISCO GARZA-  
 VARGAS, as beneficial owner,

Plaintiffs,

v.

UNITED STATES OF AMERICA  
 DEPARTMENT OF COMMERCE and  
 BUREAU OF INDUSTRY and  
 SECURITY,

Defendant.

2:20-CV-00539-JCM-VCF

Stipulation for Return of 2010  
 Lear Model 60 Business Jet, bearing  
 Serial Number 365, displaying Tail  
 Number N65LR

The undersigned Five Aircorp. Inc., a Delaware Corporation (Five Aircorp), and Francisco Garza-Vargas (Garza) agree with the United States of America (United States) by and through their respective counsel through this Stipulation for Return of 2010 Lear Model 60 Business Jet, bearing Serial Number 365, displaying Tail Number N65LR as follows:

1. The United States agrees to return to Five Aircorp and Garza the 2010 Lear Model 60 Business Jet, bearing Serial Number 365, displaying Tail Number N65LR (2010 Lear Jet N65LR).

2. This Stipulation is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States and the United States specifically denies that it is liable to Five Aircorp or Garza.

1           3. Five Aircorp and Garza agree to accept the return of the 2010 Lear Jet N65LR.

2           4. Five Aircorp, Garza, and the United States agree that the respective parties will  
3 each bear their own attorney's fees, litigation costs, and litigation expenses with respect to  
4 case number 2:20-CV-00539-JCM-VCF. This provision does not apply to attorney's fees,  
5 litigation costs, and litigation expenses as a result of a breach of this stipulation or litigation  
6 to enforce it.

7           5. The United States will bear the costs and expenses it has already incurred for the  
8 storage fees, transportation, and maintenance of the 2010 Lear Jet N65LR from the time it  
9 was seized to the returning of the 2010 Lear Jet N65LR to Five Aircorp and Garza in Las  
10 Vegas, Nevada.

11           6. The persons signing this Stipulation warrant and represent they possess full  
12 authority to bind the persons and entities on whose behalf they are signing to the terms of  
13 the Stipulation.

14           7. Counsel for Five Aircorp and Garza agree to coordinate and to arrange with the  
15 United States Department of Homeland Security (DHS) for DHS to transfer the 2010 Lear  
16 Jet N65LR to Five Aircorp and Garza in Las Vegas, Nevada from where it was seized. If  
17 Five Aircorp and Garza believe DHS is not coordinating, is not arranging, and/or is  
18 delaying the return of the 2010 Lear Jet N65LR to Las Vegas, Nevada, Five Aircorp and  
19 Garza can request relief in this Court.

20           8. Each party acknowledges and warrants that its execution of the Stipulation is free  
21 and is voluntary.

22           9. Except as expressly stated in the Stipulation, Five Aircorp, Garza, and the United  
23 States agree no party, officer, agent, employee, representative, or attorney has made any  
24 statement or representation to any other party, person, or entity regarding any fact relied  
25 upon in entering into the Stipulation, and no party, officer, agent, employee, representative,  
26 or attorney relies on such statement or representation in executing the Stipulation.

27           10. Five Aircorp, Garza, and the United States agree this Stipulation shall not be  
28 construed more strictly against one party than against the other merely by virtue of the fact

1 that it may have been prepared primarily by counsel for one of the parties; it being  
 2 recognized that both parties contributed substantially and materially to the preparation of  
 3 this Stipulation.

4 11. Five Aircorp, Garza, and the United States agree this Stipulation shall be  
 5 construed and interpreted according to federal forfeiture law, federal common law, and the  
 6 general aviation laws and regulations of the United States. The jurisdiction and the venue  
 7 for any dispute related to, and/or arising from, this Stipulation is the unofficial Southern  
 8 Division of the United States District Court for the District of Nevada, located in Las Vegas,  
 9 Nevada.

10 12. Five Aircorp, Garza, and the United States contemplate that this Stipulation may  
 11 be executed in several counterparts with a separate signature page for each party and all  
 12 such counterparts and signature pages, together, shall be deemed to be one document.

13 13. Five Aircorp and Garza understand this Stipulation cannot and does not waive  
 14 any and all requirements of any and all general aviation laws and regulations regarding the  
 15 2010 Lear Jet N65LR once it is returned to Five Aircorp and Garza in Las Vegas, Nevada.  
 16 Once the 2010 Lear Jet N65LR is returned to Five Aircorp and Garza in Las Vegas,  
 17 Nevada, they, not the United States, will be required to meet any and all requirements of  
 18 any and all general aviation laws and regulations regarding the 2010 Lear Jet N65LR as  
 19 they would have been required to do so to operate the 2010 Lear Jet N65LR as though the  
 20 United States did not seize the 2010 Lear Jet N65LR. These requirements will be  
 21 accomplished in Las Vegas, Nevada.

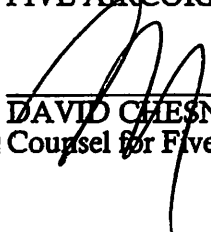
22 14. Nothing in this Stipulation alters this Court's jurisdiction regarding the 2010 Lear  
 23 Jet N65LR. This Court retains jurisdiction to enforce this stipulation and order.

24 DATED: 8/26/20

DATED: 8/26/20

25 FIVE AIRCORP. INC.

FIVE AIRCORP. INC.

26  
 27   
 28 DAVID CHESNOFF  
 Counsel for Five Aircorp. Inc.

  
 RICHARD SCHONFELD  
 Counsel for Five Aircorp. Inc.

1 DATED: 8/26/20

2 FRANCISCO GARZA-VARGAS

3  
4 DAVID CHESNOFF  
Counsel for Francisco Garza-Vargas

5 DATED: 8/26/20

6 FIVE AIRCORP. INC.

7 10/3/20  
8 Authorized Representative of  
9 Five Aircorp. Inc., Plaintiff

10 DATED: \_\_\_\_\_

11 NICHOLAS A. TRUTANICH  
United States Attorney

12  
13 DANIEL D. HOLLINGSWORTH  
Assistant United States Attorney

14  
15 **ORDER**

16 This Court having reviewed the Stipulation of the Parties, and good cause appearing,  
17 hereby Orders that all terms of the Stipulation are adopted by the Court as though fully set  
18 forth herein as an Order of this Court.

19  
20 IT IS SO ORDERED.

21 Cam Ferenbach  
22  
23 Cam Ferenbach  
United States Magistrate Judge

24 9-1-2020

25 Dated: \_\_\_\_\_  
26  
27  
28

DATED: 8/26/20

FRANCISCO GARZA-VARGAS

Richard Schonfeld  
RICHARD SCHONFELD  
Counsel for Francisco Garza-Vargas

DATED: 8/26/20

FRANCISCO GARZA-VARGAS

Francisco Garza-Vargas  
FRANCISCO GARZA-VARGAS  
Plaintiff

IT IS SO ORDERED.

The Honorable James C. Mahan  
~~United States District Court Judge~~

Dated: August , 2020.

1 DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

2 FRANCISCO GARZA-VARGAS

FRANCISCO GARZA-VARGAS

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4 \_\_\_\_\_  
DAVID CHESNOFF  
Counsel for Francisco Garza-Vargas

\_\_\_\_\_

RICHARD SCHONFELD  
Counsel for Francisco Garza-Vargas

5 DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

6 FIVE AIRCORP. INC.

FRANCISCO GARZA-VARGAS

7  
8 \_\_\_\_\_  
Authorized Representative of  
Five Aircorp. Inc., Plaintiff

\_\_\_\_\_

FRANCISCO GARZA-VARGAS  
Plaintiff

9 DATED: August 26, 2020

10  
11 NICHOLAS A. TRUTANICH  
United States Attorney

12 /s/ Daniel D. Hollingsworth

13 \_\_\_\_\_  
DANIEL D. HOLLINGSWORTH  
Assistant United States Attorney

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21 IT IS SO ORDERED.

22  
23 \_\_\_\_\_  
The Honorable James C. Mahan  
United States District Court Judge

24 Dated: August , 2020.